

**A RESOLUTION BY**

**PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**07- R -0474**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE GEORGIA TECH FOUNDATION REAL ESTATE HOLDING FOUNDATION, FOR THE RENTAL OF 2665 SQUARE FEET OF OFFICE SPACE, LOCATED AT 398 CENTENNIAL OLYMPIC PARK DRIVE, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE, ZONE FIVE PRECINCT, FROM APRIL 1, 2007, UNTIL MARCH 31, 2010, IN AN AMOUNT NOT TO EXCEED ONE DOLLAR (\$1.00) ANNUALLY. ALL COSTS SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT, AND CENTER NUMBER: 1A01 (GENERAL FUND) 525001 (RENTAL/LEASE) X42005 (ZONE 5); AND FOR OTHER PURPOSES.**

**WHEREAS**, in 1996 the Georgia Tech Foundation Real Estate Holding Corporation ("Georgia Tech Foundation") constructed the facility, located at 398 Centennial Olympic Park Drive Atlanta, Georgia, for use by the Department of Police ("Department"); and

**WHEREAS**, since 1996 the Department has continuously occupied the facility as Police Zone Five Precinct; and

**WHEREAS**, the current lease with the Georgia Tech Foundation expires on March 31, 2007, and the Department desires to continue occupy the facility as Police Zone Five Precinct; and

**WHEREAS**, Department wishes to enter into a new lease agreement with the Georgia Tech Foundation beginning April 1, 2007 until March 31, 2010, in an amount not exceed one dollar (\$1.00) annually.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor be and is hereby authorized to enter into a new Lease Agreement with the Georgia Tech Foundation Real Estate Holding Corporation, for the rental of 2,665 square feet of office space located at 398 Centennial Olympic Park Drive Atlanta, Georgia, for the Department of Police, Zone Five Precinct, beginning April 1, 2007, until March 31, 2010, in an amount not to exceed one dollar (\$1.00) annually.

**BE IT FURTHER RESOLVED**, that all costs shall be charged to and paid from fund, account, and center number: 1A01 (General Fund) 525001 (Rental/Lease) X42005 (Zone 5).

**BE IT FURTHER RESOLVED** that the contract amendment shall not become binding on the City and the City shall incur no obligation or liability upon same until such amendment has been signed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form, and delivered to the Georgia Tech Foundation Real Estate Holding Corporation.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** Public Safety and Legal Administration

**Caption:** A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE GEORGIA TECH FOUNDATION REAL ESTATE HOLDING FOUNDATION, FOR THE RENTAL OF 2665 SQUARE FEET OF OFFICE SPACE, LOCATED AT 398 CENTENNIAL OLYMPIC PARK DRIVE, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE, ZONE FIVE PRECINCT, FROM APRIL 1, 2007, UNTIL MARCH 31, 2010, IN AN AMOUNT NOT TO EXCEED ONE DOLLAR (\$1.00) ANNUALLY. ALL COSTS SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT, AND CENTER NUMBER: 1A01 (GENERAL FUND) 525001 (RENTAL/LEASE) X42005 (ZONE 5); AND FOR OTHER PURPOSES.

**Council Meeting Date:** April 16, 2007

**Requesting Dept.:** Police

**B. To be completed by the department :**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE GEORGIA TECH FOUNDATION REAL ESTATE HOLDING CORPORATION, FOR THE RENTAL OF 2665 SQUARE FEET OF OFFICE SPACE LOCATED AT 398 CENTENNIAL OLYMPIC PARK DRIVE, ATLANTA, GEORGIA, FOR THE POLICE ZONE FIVE PRECINCT, FROM APRIL 1, 2007, UNTIL MARCH 31, 2010, IN THE AMOUNT NOT TO EXCEED \$1 A YEAR, TO BE CHARGED AND PAID FROM ACCOUNT NUMBER 1A01 525001 X25001.

**2. Please provide background information regarding this legislation.**

FACILITY WAS SPECIFICALLY BUILT FOR THE ATLANTA POLICE IN 1996, BY THE GA TECH FOUNDATION. WE HAVE OCCUPIED THIS FACILITY CONTINUOUSLY AND PLAN TO CONTINUE USING IT AS A ZONE FIVE PRECINCT.

**3. If Applicable/Known:**

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc): LEASE AGREEMENT
- (b) Source Selection: N/A
- (c) Bids/Proposals Due: N/A
- (d) Invitations Issued: N/A
- (e) Number of Bids: N/A
- (f) Proposals Received: N/A
- (g) Bidders/Proponents: N/A
- (h) Term of Contract: 3-YEARS

**4. Fund Account Center: 1A01 525001 X25001**

**5. Source of Funds: *Example: Local Assistance Grant* POLICE BUDGET \$1**

**6. Fiscal Impact: \$1**

**7. Method of Cost Recovery: N/A**

**This Legislative Request Form Was Prepared By: Tony Distephano**

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

THIS AGREEMENT made this first day of April, 2007, between Georgia Tech Foundation Real Estate Holding Corporation, hereinafter referred to as "Lessor" and THE CITY OF ATLANTA, hereinafter referred to as "Lessee":

WITNESSETH:

1. For and in consideration of the sum of \$1.00 per year to the Lessor hereinafter recited, Lessee does hereby lease property from Lessor known as 398 Centennial Olympic Park Drive, Atlanta, Fulton County, Georgia.

2. Said lease shall cover the period from April 1, 2007, to March 31, 2010. Lessee shall have the right and option of extending the term of this lease for four (4) additional one-year terms upon the same terms and conditions as set forth in this lease.

3. The premises shall be used as a mini police precinct for the Atlanta Police Department (hereinafter APD). Upon termination of this lease the Lessee shall surrender the premises to the Lessor in the same condition as it was received normal wear and tear excepted.

4. Premises shall not be used for any illegal purposes; nor in a manner to create any nuisance or trespass; nor in any way which could violate and law, ordinance or restrictive covenant affecting the premises. Lessee shall promptly pay all fine, penalties and damages which may arise out of or be imposed because of Lessee's failure to comply with the provisions of any applicable statute, ordinance, or regulation.

5. Lessor is responsible for presenting the premises to Lessee in good order. Lessee shall be responsible for making necessary repairs to the Leased premises, up to an amount not to exceed \$7,500.00 per year, which will run cumulatively for the duration of this lease, and the four additional one-year extensions discussed in paragraph two. Lessor will be responsible for repairs in excess of the cumulative amount specified above.

6. Lessor and its agents may inspect the premises at any time during the term of this lease. Lessor agrees to use its best efforts to cause the least amount of disruption to the Lessee's activities while inspecting the premises.

7. Lessee shall not make any structural alterations, modifications or repairs to the premises during the term of this lease. Non-structural alterations may be made with the prior consent of the Lessor, providing all necessary permits, consents and approvals have first been

obtained. Lessee shall not permit any mechanics liens to attach to the premises and shall pay all sums due and payable on account of any labor performed or materials furnished in connection with work performed on the premises during the term of this lease.

8. Lessor agrees that during the term of this Lease and any renewal thereof, it is bound by and will comply with all provisions of the City's Equal Employment Opportunity Ordinance, attached hereto as Exhibit "A", said provisions being incorporated by reference and made a part hereof as fully and to the same effect as if said provisions were set forth at length in the body of this lease.

9. Lessee shall not, without the written consent of Lessor, transfer, assign, sublet, encumber or otherwise alienate Lessee's interest in the premises under this lease.

10. This lease may be terminated by Lessor in the event Lessee is in breach of any provisions of this lease upon delivery of ten (10) days written notice to Lessee. This lease may also be terminated by mutual consent of the parties at any time.

11. If the Leased premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of said premises. If reconstruction, renovation or repairs cannot be completed within one hundred and eighty (180) days from the date of the fire, or other cause of damage, then either the Lessor or Lessee may terminate this lease, in which event rent shall be abated from the date of such damage or destruction. However, if the damage or destruction is such that reconstruction, renovation or repairs can be completed within one hundred eighty (180) days, the Lessor covenants and agrees to make such reconstruction, renovation or repairs with reasonable promptness and dispatch, and to allow Lessee an abatement in the rent for such time as the building is untenable or proportionately for such portion of the leased premises as shall be untenable and the Lessee covenants and agrees that the terms of this lease shall not be otherwise affected.

12. If the whole of the premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose or be sold by Lessor in lieu or under threat of condemnation, then in either of said events this lease shall cease from the time when possession thereof is taken by public authority, and rent shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover from the condemnor compensation and damage caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the termination of this Lease as herein provided.

13. Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in

the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed as follows:

to the Lessee, City of Atlanta:

Chief Procurement Officer, City of Atlanta Bureau of Purchasing and Real Estate  
55 Trinity Avenue, S.W.  
Suite 1790  
Atlanta, Georgia 30335

with a concurrent copy of same also addressed to:

Atlanta Police Department  
Deputy Chief, Support Services Division  
675 Ponce de Leon Avenue N.E.  
Atlanta Georgia 30308

and to the Lessor as follows:

Georgia Tech Foundation Real Estate Holding Corporation  
177 North Avenue N.W.  
Atlanta Georgia 30332-0182

14. This Lease contains the entire and integrated agreement of the parties and may be amended only by written instrument which is approved by both parties to the Lease. No representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

15. The parties agree that this Lease shall not become binding on the Lessee, and the Lessee shall incur no liability upon the same, until this Lease has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to the Lessor.

IN WITNESS WHEREOF, the Lessor and the Lessee have set their hands and seals, and have caused this Agreement to be executed by the duly authorized officials, identified below as of the day and year first above written.

Attest:

\_\_\_\_\_  
Municipal Clerk  
DEPUTY CLERK

APPROVED:

By: \_\_\_\_\_  
Mayor

RECOMMENDED:

By: \_\_\_\_\_  
Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney

APPROVED:

By: \_\_\_\_\_  
Chief Procurement Officer

APPROVED:

By: \_\_\_\_\_  
Chief Financial Officer

Signed, sealed and delivered as to Lessor:

Lessor:

\_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Terry Grandison

*Terry Grandison*

Contact Number: 404-330-6946

Originating Department: Police

Committee(s) of Purview: Public Safety and Legal Administration

Council Deadline: February 26, 2007

Anticipated Committee Meeting Date(s): March 13, 2007

Anticipated Full Council Date: March 19, 2007

Commissioner Signature

*D. E. Bouda*

2/23/07

Chief Procurement Officer Signature

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE GEORGIA TECH FOUNDATION REAL ESTATE HOLDING FOUNDATION, FOR THE RENTAL OF 2665 SQUARE FEET OF OFFICE SPACE, LOCATED AT 398 CENTENNIAL OLYMPIC PARK DRIVE, ATLANTA, GEORGIA, FOR THE DEPARTMENT OF POLICE, ZONE FIVE PRECINCT, FROM APRIL 1, 2007, UNTIL MARCH 31, 2010, IN AN AMOUNT NOT TO EXCEED ONE DOLLAR (\$1.00) ANNUALLY. ALL COSTS SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT, AND CENTER NUMBER: 1A01 (GENERAL FUND) 525001 (RENTAL/LEASE) X42005 (ZONE 5); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by CPO:

(date)

Received by LC from CPO:

(date)

Received by Mayor's Office:

(date)

2-27-07

Reviewed by:

(date)

*[Signature]*

Submitted to Council:

(date)

3/2/07